REMARKS

This Amendment is in response to the Final Office Action dated May 27, 2009, in which claims 1-13, 15 and 16 were rejected. Applicant respectfully requests reconsideration and allowance of all pending claims in view of the above amendments and following remarks. Entry of this Amendment is merited as it includes no new subject matter, raises no new issues and does not require a new search.

Claims 1-9, 11-12, and 15-16 are patentable over *Prasad* (U.S. 7,197,125)

The rejection of claims 1-9, 11-12, 15-16 under U.S.C. §102(e) as being anticipated by *Prasad*, U.S. Patent No. 7,197,125 is overcome as a result of the amendments to claims 1, 11 and 15.

A rejection based on 35 U.S.C. §102 requires every element of the claim to be included in the reference, either directly or inherently. See *W.L. Gore & Assocs. v. Garlock*, 721 F. 2d 1540, 220 USPQ 303 (Fed. Cir. 1983), cert. denied, 469 U.S. 851 (1984) "[a]nticipation requires the disclosure in a single prior art reference of each element of the claim under consideration." *Prasad* fails to disclose all elements of claim 1 and withdrawal of the rejection is in order.

Prasad concerns managing services to which a user of a telecommunications device (e.g., PDA, mobile phone) may subscribe. In particular, *Prasad* relates to modifying the services subscribed to by the user.

Prasad allows the user to select one or more supplementary services to which he would like to subscribe (column 13, line 42 to column 14, line 51). Access to this (these) service(s) is only possible when the user is logged in (column 13, lines 44-45) and when he has sufficient privileges to access the requested services.

Independent claims 1 and 11 respectively relate to a method of and system for authenticating a client for access to a telecommunication network which allows the client to access services provided by service providers. As recited in amended claims 1 and 11 above, it is determined if the software of the client and a predetermined access control protocol for access to the virtual network are compatible. If the software of the

client and the protocol are not compatible, information which enables the software of the client and the predetermined access control protocol to be compatible is transferred to the client.

The Examiner's attention is directed to paragraph 57 of the instant published application for a description of at least the transfer of information to enable the software of the client and the predetermined access control protocol to be compatible according to an embodiment.

Prasad does not disclose or suggest a software installed in a telecommunication terminal (client) for which compatibility is determined. Instead, *Prasad* only discloses a Service Selection Dashboard software 110 (Figure 1) which is made available to an administrator.

Prasad does not disclose or suggest determining the compatibility of software of the client in comparison to a predetermined access control protocol for access to the virtual network as per the claimed feature of claim 1 or the similar feature of claim 11 relating to determining the compatibility of software of the client **with, i.e., in comparison to,** a predetermined access control protocol for access to the virtual network.

In view of the comments in point 10 of the second Office action, it appears clearly that the term "**with**" of prior claim 1 has been incorrectly interpreted to mean "using" ("the IP protocol which is established by the client to communicate with the Service Selection Dashboard 110" in the case of *Prasad*). The wording of prior claim 1, which the present amendment is intended only to clarify, was directed to a method in which it is determined whether the software of the client complies **with** the access control protocol used in the telecommunication network.

Also, *Prasad* does not disclose the step of determining the compatibility of the software of the client. Indeed, in *Prasad*, the client is a software process *(Col 5, lines 24 à 32 :* "Client 102 is a browser process such as Microsoft Internet Explorer, Netscape Communicator, etc., executed by an end station device such as a personal computer, workstation, personal digital assistant, etc. Link 104A is an HTTP link... "). Thus, *Prasad* does not propose to determine the compatibility of Internet Explorer or Netscape, for instance, with respect to a protocol. The Examiner thus interprets in an erroneous

manner the content of *Prasad*, in particular regarding the software.

As mentioned in the response to the first Office Action, *Prasad* only enables a user to subscribe to one or more services, if he has the necessary privileges for the requested subscriptions (steps 5-010 of figure 5B). In other words, if the user does not have the necessary privileges, the user cannot access the requested service(s). This is clearly different from the method of claim 1 or the system of claim 11 which allows clients with varied equipment and software to subscribe to a service provider, and thus to one or more services, even if such clients do not have software that is compatible with the access control protocol used in the telecommunication network.

In the Response to Arguments at page 2 of the present Office Action, the Examiner asserts that *Prasad* teaches the features of claim 1 in that "it is determined whether the subscription of the client needs to be modified based on the user who can select the desired service of subscription using IP Protocol." This is incorrect for at least two reasons. First, as described supra, it is software of the client which is made compatible and not the modification of a subscription of a client as per *Prasad*. Second, the software of the client is compared to the predetermined access control protocol for a compatibility determination. If the software and protocol are not compatible, information to make the software compatible with the protocol is transferred to the client as claimed in claim 1. A user selecting a subscription "using IP Protocol" is not claimed in claim 1. The Examiner appears to be incorrectly focused on the use of an IP protocol by a user selecting a desired service of subscription. For at least the additional foregoing reasons, claim 1 is not anticipated by *Prasad* and withdrawal of the rejection is in order.

Amended claims 1 and 11 are thus not anticipated by *Prasad* and withdrawal of the rejection is in order.

Addington relates to provisioning services (e.g., pay per view) in a television network for instance. In particular, *Addington* configures a host in a cable set top box when such a box is purchased by a subscriber. Host files (e.g., software) are downloaded in the host by the retailer to provide the subscriber with added or modified services.

Addington fails to cure the above-recited deficiencies of *Prasad*. *Addington* fails

to disclose or suggest the feature relating to determining if a software of the client and a predetermined access control protocol for access to the virtual network (VLAN for example) are compatible as recited in amended claim 1.

Amended claim 1 is thus new and not obvious in view of *Prasad* alone or in combination with *Addington*.

Dependent claims 2-9 and 15 are patentable at least because they depend from amended claim 1.

Amended claim 11 is novel over *Prasad*, alone or in combination, with *Addington* for at least reasons similar to those advanced above with respect to claim 1 and withdrawal of the rejection is in order.

Claim 12 is patentable over *Prasad*, alone or in combination, with *Addington* for at least reasons similar to those advanced above with respect to claim 1 and withdrawal of the rejection is in order.

Dependent claim 16 is patentable by virtue of its dependency from amended claim 11.

Claims 10 and 13 are patentable over *Prasad* in view of *Addington et al.* (U.S. 7,194,756)

The Office Action fails to set forth a prima facie case of obviousness. One of ordinary skill in the art would not have modified *Prasad* as a result of *Addington* to arrive at the multipexor of claim 13. *Prasad* relates to modifying the services subscribed to by a user of a portable two way telecommunication device. *Addington* relates to configuring a host in a pay per view cable television set top box when such a box is purchased by a subscriber from a retailer. The technologies of *Prasad* and *Addington* are diverse with respect to each other such that one of ordinary skill in the art who is familiar with the *Prasad* arrangement would not have looked to *Addington* for modification of the *Prasad* arrangement. Consequently, the rejection of claim 10 and claim 13 is incorrect and the subject matter of claim 10 and claim 13 is not obvious and meets the requirements of 35 USC 103(a).

Concerning the rejections based on the cited prior art, the Applicant considers that the cited *Prasad* and *Addington* documents are distant from the subject matter of the present claims (for the reasons detailed above) and do not disclose or suggests all of the features of the new set of claims for the reasons mentioned above.

Early issuance of a Notice of Allowance is courteously solicited.

The Examiner is invited to telephone the undersigned, Applicant's attorney of record, to facilitate advancement of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 07-1337 and please credit any excess fees to such deposit account.

Respectfully submitted,

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